

**IN THE HIGH COURT OF MALAYA AT PENANG
IN THE STATE OF PENANG, MALAYSIA
APPLICATION FOR JUDICIAL REVIEW NO. PA-25-3-01/2023**

Dalam Perkara Mengenai Tribunal Tuntutan Pembeli Rumah
No. Tuntutan TTPRZU/P/0252/22

Dan

Dalam Perkara Mengenai Award selepas pendengaran
bertarikh 21/12/2022 yang diperintahkan oleh Tuan Babu Raj
a/l Raja Gopal, Presiden Tribunal

Dan

Dalam Perkara Mengenai Akta Pemajuan Perumahan
(Kawalan dan Pelesenan) 1966

Dan

Dalam Perkara Seksyen 25(2) Akta Kehakiman 1964 dan
perenggan 1 Jadual bersamanya

Dan

Dalam Perkara Aturan 53 Kaedah - Kaedah Mahkamah 2012

Between

B.U. DEVELOPMENTS SDN BHD ... Applicant

And

1. ADELINE TAN KEAN SIM
2. TRIBUNAL TUNTUTAN PEMBELI RUMAH ... Respondents

GROUND OF DECISION

Introduction

1. This is a judicial review application dated 18.1.2023 filed by the Applicant for an order of certiorari to quash an award dated 21.12.2022



given by the 2nd Respondent, the Tribunal for Homebuyer Claims (“Tribunal”). The Tribunal had allowed the 1st Respondent’s claim against the Applicant.

2. On 8.8.2023, I dismissed the judicial review application. Here are the grounds of my decision.

Background facts

3. On 14.2.2016, the 1st Respondent entered into a “Contract to Purchase 80462” with the Applicant. Under the said contract, the 1st Respondent purchased a parcel identified as Unit No. A-12-05, Level 12, Tower A, Type A1 in respect of the project development known as Triuni Residences (“Property”) for a total purchase price of RM822,500.

4. As required by the Applicant, to secure the Property, the 1st Respondent had paid RM24,675 vide Maybank cheque dated 14.2.2016. This was effectively a booking fee cum 3% deposit (with 7% rebate), upon the terms and conditions as stated therein.

5. Via a letter dated 15.6.2016 from the Applicant, the 1st Respondent was required to replace the previous cheque which had lapsed. In order for the Applicant to continue securing the Property for the 1st Respondent. The 1st Respondent then issued subsequent cheques on 2.7.2016 and 11.2.2017 vide Maybank cheques each dated 2.7.2016 and 11.2.2017.

6. On 3.4.2017, the 1st Respondent executed a sale and purchase agreement (“SPA”) with the Applicant for the purchase of the Property.

7. By a letter dated 31.5.2022, the Applicant sent a notice of delivery of vacant possession to the 1st Respondent. It stated that the construction of the Property has been completed, and the Certificate of Completion and Compliance has been issued.

8. Due to the Applicant’s failure to deliver vacant possession of the Property within 48 months from the date the booking fee was paid i.e 14.2.2016 plus 422 days extension given by the Kementerian Perumahan dan Kerajaan Tempatan, the 1st Respondent lodged a claim with the Tribunal seeking compensation for liquidated ascertained damages (“LAD”).

9. The Applicant contends that the commencement date for the delivery of vacant possession of the Property is the date of the SPA i.e. 3.4.2017.



Therefore, there is no delay in giving vacant possession of the Property as the new date for the Applicant to deliver vacant possession of the Property was on 18.6.2022. This takes into account the extension of 422 days for the delivery of vacant possession granted by the Kementerian Perumahan dan Kerajaan Tempatan. In fact, the Applicant had delivered vacant possession of the Property to the 1st Respondent much earlier on 31.5.2022.

10. On 21.12.2022, the Tribunal awarded a sum of RM50,000 in favour of the 1st Respondent. The Tribunal decided that there was a delay on the part of the Applicant in delivering vacant possession of the Property to the 1st Respondent. The Tribunal calculated the 48 months for delivery of vacant possession from the first time the booking fee was paid i.e. on 14.2.2016. The Tribunal followed the Federal Court decision in *PJD Regency Sdn Bhd v Tribunal Tuntutan Pembeli Rumah & other appeals [2021] 2 CLJ 441 ("PJD Regency")*.

11. Being aggrieved with the award of the Tribunal, the Applicant filed this judicial review application to seek a review of the said award.

The law on judicial review

12. Following the judgment of the Federal Court in *R. Rama Chandran v Industrial Court of Malaysia & Anor* [1997] 1 CLJ 147; [1997] 1 MLJ 145, it is accepted that in an application for judicial review, the decision of inferior tribunals may be reviewed for both process and substance on the grounds of illegality, irrationality, procedural impropriety and proportionality.

13. The findings of a tribunal are amenable to judicial review where the facts do not support the conclusion arrived at by the tribunal. Or where the findings of the tribunal have been arrived at by taking into consideration irrelevant matters or by failing to take into consideration relevant matters. (See the Federal Court case of *Ranjit Kaur S Gopal Singh v Hotel Excelsior (M) Sdn Bhd* [2010] 8 CLJ 629; [2010] 6 MLJ 1).

14. I would be slow to interfere with findings of facts made by the tribunal, where it reaches a conclusion that is supported by evidence and is in accordance with the governing principles of law. (See the Federal Court case of *Petroliam Nasional Bhd v Nik Ramli Nik Hassan* [2004] 2 MLJ 288; [2003] 4 CLJ 625). Merely because I may come to a different conclusion on the facts based on the same evidence. (See the Court of Appeal case



of Menara PanGlobal Sdn Bhd v Arokianathan Sivapiragasam [2006] 2 CLJ 501; [2006] 3 MLJ 493).

15. In *Ng Chang Seng v Technip Geoproduction (M) Sdn Bhd* [2021] 1 MLJ 447 at 458 - 462, the Court of Appeal in setting out the principles applicable to judicial review, held:

"[22] Whilst some cases may seem to suggest that the High Court may now be more prepared to quash a decision of a tribunal on merits, this is not to say that the distinction between a review and an appeal has now been so diffused that where merits of a review of an inferior tribunal's decision are concerned there is now no difference between an appeal and a review.

[23] It is said that a **decision of an inferior tribunal may be quashed if the tribunal has failed to take into consideration relevant factors or that it took into consideration irrelevant factors or that it has misinterpreted the law or the relevant contract between the parties or that the decision arrived at is not supported by the facts or that it is so outrageous in its defiance of logic or of accepted moral standards that no reasonable tribunal with a proper appreciation of the facts as presented could have arrived at.** See the Federal Court case of *Norizan Bakar v. Panzana Enterprise Sdn Bhd* [2013] 6 MLJ 605; [2013] 9 CLJ 409; [2013] 6 MLRA 613; [2014] 1 MELR 1.

[24] Be that as it may **any review of facts must necessarily be that of a low intensity review and unless its findings are not unreasonable or that it is not evidently or evidentially irrational or perverse, the findings of fact of such a tribunal should not be disturbed.**

...
[26] The grounds for quashing a decision of a tribunal for illegality and irrationality may afford the review court more room to descend into the merits of the decision but **where the findings of fact are concerned the review court would defer to the Tribunal's findings unless it is totally unsupportable from the evidence adduced and lacking in probity such as to produce an irrational decision.**

...
[32] ... A review may come close to resemble an appeal only when the decision of the tribunal cannot be justified at all, infected as it is with illegality, irrationality, procedural impropriety or proportionality. Otherwise the **court in exercising its review jurisdiction which is of a supervisory nature would defer to finding of facts of the tribunal.**"

16. In *Petroliam Nasional Bhd* (supra), the Federal Court held (at pages 295 - 296, MLJ):

"[15] ... There is still the question of whether the High Court had properly examined and appreciated the facts presented in the Industrial Court. Could it be said, as the Court of Appeal had held, that **no reasonable tribunal, similarly circumstanced, would have arrived at the decision which the Industrial Court had?** At this point, I find the following observation expressed by Sudha



CKG Pillay in her article *The Ruling in Rama Chandran - A Quantum Leap in Administrative Law* [1998] 3 MLJ Ixii to be particularly apt. She said this:

... If the ruling in Rama Chandran is taken to authorize the exercise of the wider powers of the courts in each and every case where the award of the Industrial Court is challenged, the spirit in which these new powers was conferred by the majority in Rama Chandran will have been misunderstood and, perhaps, inadvertently, pave the way for an unnecessary emasculation of the functions of the Industrial Court."

Decision

17. I see no reason to disturb the findings of the Tribunal, namely that:

- (a) The time for delivery of vacant possession commences from the date when the booking fee cum deposit was paid i.e. on 14.2.2016. And not from the date of the SPA;
- (b) There was a delay by the Applicant in delivering vacant possession of the Property to the 1st Respondent; and
- (c) The 1st Respondent is entitled to the award where the LAD is calculated from the date of payment of the booking fee / deposit i.e. on 14.2.2016.

18. I am satisfied that the Tribunal has taken into consideration relevant matters and has not taken into consideration irrelevant matters. I am also satisfied that the Tribunal has not misinterpreted the law or the relevant contract between the parties. In this regard, the Tribunal considered the Contract to Purchase and the SPA entered into between the parties herein. The Tribunal also considered the apex court decision in *PJD Regency*.

19. In my opinion, this is not a case where the conclusion arrived at by the Tribunal is unsupported by evidence or is not in accordance with the applicable principles of law. As such, I would be slow to interfere merely because I may come to a different conclusion based on the same facts and evidence. I cannot say that no reasonable tribunal, similarly circumstanced, would have arrived at the decision which the Tribunal did in the present case.

20. Accordingly, I dismissed the judicial review application. Here is my explanation.

The Time for Delivery of Vacant Possession commences from the Date of Payment of the Booking Fee / Deposit



21. The following facts are undisputed:

- (a) On 14.2.2016, the 1st Respondent paid RM24,675 vide Maybank cheque dated 14.2.2016 being booking fee cum 3% deposit (with 7% rebate), and signed the Contract to Purchase with the Applicant;
- (b) The 1st Respondent made subsequent payments on 2.7.2016 and 11.2.2017 respectively, as the previous cheques had lapsed;
- (c) It was only on 3.4.2017 that the SPA was executed by the 1st Respondent and the Applicant for the sale and purchase of the Property; and
- (d) Vacant possession of the Property was given by way of the notice dated 31.5.2022.

22. Under clause 25(1) of the SPA, vacant possession must be delivered within 48 months from the “date of the Agreement”. It reads:

“Vacant possession of the said Parcel shall be delivered to the Purchaser in the manner stipulated in clause 27 within forty-eight (48) months from the date of this Agreement.”

23. The question then is this. What is “the date of the Agreement”? Is it the date when the booking fee cum 3% deposit (with 7% rebate) was paid by the 1st Respondent to the Applicant? Or is it the date of the SPA?

24. Recall that:

- (a) The Applicant contends that the commencement date for the delivery of vacant possession of the Property is the date of the SPA i.e. 3.4.2017;
- (b) The 1st Respondent on the other hand contends that the delivery date for vacant possession of the Property is 48 months from the date that the booking fee / deposit was paid i.e. on 14.2.2016; and
- (c) The Tribunal agreed with the 1st Respondent’s contention. The Tribunal granted the LAD calculated from the date of the payment of the booking fee / deposit. The Tribunal awarded the sum of RM50,000 due to its limited jurisdiction as per section 16M of the Housing Development (Control And Licensing) Act 1966.

25. In *PJD Regency*, the Federal Court held that where the developer fails to deliver vacant possession according to the time stipulated in the statutory contract of sale, the calculation of the LAD begins from the date of payment of the booking fee. And not from the date of the statutory contract of sale. Despite the express provision of clause 25(1) of the statutory contract of sale, the apex court decided that the date of the



contract cannot be taken to mean the date printed in the statutory contract of sale i.e. the date of the SPA. Instead it would be the date of the payment of the booking fee / deposit, howsoever they are called or described.

26. The Federal Court said (at page 465):

[47] The recent amendment to the HDR 1989 vide PU(A) 106/2015, to our minds, further cements the notion that the legislative framework has been further tightened to abrogate this practice of booking fees. Regulation 11(2) was amended to even stricter terms: everyone, not just developers, is prohibited from collecting booking fees. The new reg. 11(2) of the HDR 1989 reads:

(2) No person including parties acting as stakeholders shall collect any payment by whatever name called except as prescribed by the contract of sale.

[48] In our view, the intention of Parliament is unequivocal. From the Hansard in 1966, to the change in the subsidiary legislation up to the amendment to the HDR 1989 in 2015, the written law in force has made it crystal clear that the collection of booking fees is to be absolutely prohibited.

*[49] Given the clear legislative intent, it follows that we are unable to read the scheduled contracts in these appeals literally. The legislative aim here is that any payment collected must be in accordance with the terms of the statutory contract of sale. Accordingly, to give effect to this legislative intent and in light of the collective status of the HDA 1966 and HDR 1989 as social legislation, it follows that where this illegal practice of booking fee is afoot, the **date of the contract cannot be taken to mean the date printed in the scheduled contracts**. Otherwise, this court would be condoning the developers' attempt in this case to bypass the statutory protections afforded to the purchaser by the legislative scheme put in place.*

*[50] We will now proceed to examine the **legal effect of the booking fee and why the date of the contract ought to run from the date of its payment and not from the date printed in the contract.**"*

27. In the instant case, the Applicant had collected the booking fee / deposit from the 1st Respondent on 14.2.2016. Pursuant thereto, the 1st Respondent was required to execute the SPA within a stipulated time frame as stated in the Contract to Purchase. Further, the Contract to Purchase states that due to the Applicant accepting the said payment, the Applicant will be entitled to certain remedies in the event of any non-performance on the part of the 1st Respondent as the purchaser.

28. It would appear that the execution of the SPA is a matter of course. The 1st Respondent does not have the option to pull out of the Contract to Purchase once the booking fee / deposit is paid. Or else the booking fee



/ deposit shall be liable to be set-off against the damages which the Applicant is entitled to claim from the 1st Respondent.

29. The Contract to Purchase reads:

"It is hereby acknowledged by both parties herein that this Contract of Purchase constitutes as agreement to execute the formal Sale and Purchase Agreement as prescribed by the Housing Developers Act.

In consideration of the Developer agreeing at the Purchaser's request to accept the Purchaser's part payment of the 1st 10%, it is hereby acknowledged by the Purchaser that the Developer will be entitled to set off the said payment made herein against all liquidated damages which the Developer is entitled to claim against the Purchaser in the event the Purchaser fails to execute the Formal Sale and Purchase Agreement and / or within 14 days from the date hereof."

30. In its grounds of judgment, the Tribunal held:

21. Since the Respondent was the party in breach of the law, by its collection of payment before a formal agreement was entered into, contrary to clear provisions of law, it is precluded from pursuing its' case by relying on its own illegal acts: *ex turpi causa non oriter action*. See Broom's Legal Maxims 10th Edition. I cannot allow the Respondent to invoke the aid of this Court when the Respondent itself has been implicated in the illegality.
22. Therefore, I rule that the date 14.2.2016, which the Claimant made the 10% payment to be the date the contract was struck."

31. Following the Federal Court decision in *PJD Regency*, the Tribunal decided that the time for delivery of vacant possession of the Property commences from the date of payment of the booking fee / deposit i.e. on 14.2.2016. On that basis, the Tribunal held that there was a delay on the part of the Applicant in giving vacant possession of the Property to the 1st Respondent, which justified the award of the LAD. I do not think the Tribunal committed any error of law or fact in this regard.

The Date of Payment of the Booking Fee / Deposit is the date the first cheque was collected / received by the Applicant

32. The Applicant contends that the first two payments of RM24,675 tendered via Maybank cheques dated 14.2.2016 and 2.7.2016 cannot be treated as booking fee / deposit as they were never cashed. The Applicant claims that it was only holding the cheques as security. I disagree.

33. The fact that the first cheque dated 14.2.2016 was never cashed, to my mind, is irrelevant. The intention of the parties to enter into a sale and



purchase transaction of the Property was clear when the Applicant collected the payment of RM24,675 from the 1st Respondent on 14.2.2016. The Contract to Purchase carried the details of the Property, including the unit number and the purchase price. It was outside the 1st Respondent's control as a payer on how and when the Applicant would cash the cheque.

34. Furthermore, it appears that the first payment was not cashed because the SPA was not executed within the 6 months validity of the cheque. Which then led the 1st Respondent to issue a fresh cheque on 2.7.2016 and again on 11.2.2017.

35. Could the 1st Respondent be faulted for the delay in execution of the SPA? I do not think so. After all, it is the responsibility of the Applicant to prepare the SPA for signing.

36. The 1st Respondent avers that she had no knowledge that the said payment which was made via cheque would not be cashed by the Applicant until parties execute the SPA. Further, the 1st Respondent was required by the Applicant, via a letter dated 15.6.2016, to replace the cheque so that the Applicant can continue to secure the purchase of the Property for the 1st Respondent.

37. The letter dated 15.6.2016 from the Applicant to the 1st Respondent stated that the delay in the execution of the SPA was due to amendments to the relevant laws in 2015. It reads:

"We would like to take this opportunity to thank you for your support in Triuni Residences and the booking fees you have made via cheque.

...

... The strata title plans will have to be approved by the appropriate authorities before the SPA can be executed.

... we will keep you informed of the execution of the SPA once the strata title plans have been approved.

... we are also extremely anxious to execute the SPA with you in order to close this matter. ...

As a result of the amended Strata Titles Act and the new Strata Management Act which we have to comply with prior to the execution of the SPA, **the cheque for the booking fees made payable to us earlier had expired**. In view of this, please find enclosed herewith the cheque issued by you previously. **Please issue us with a replacement cheque** in order for us to continue securing your unit A-12-05 for sale to you."



38. The findings of the Tribunal in this regard is noteworthy. In its grounds of judgment, the Tribunal ruled that:

- “14. ... there is lapse of 1 year between the amendment to the law and the Respondent’s letter. Thereafter, the Respondent only requested the Claimant to sign the SPA via letter dated 20.1.2017. There is notable delay of another 7 months.
15. There is conclusive evidence before me that the Respondent solely caused the delay in preparing the SPA whereby at the material time, the Claimant did and was able to perform his part of obligations as purchaser.”

39. In the circumstances, I do not think that the Tribunal was wrong in holding that the first payment of the booking fee / deposit on 14.2.2016 via Maybank cheque dated 14.2.2016 was indeed a booking fee / deposit.

The Date of the Agreement

40. The following principles may be distilled from the decision of the Federal Court in *PJD Regency*:

- (a) Regulation 11(2) of the Housing Development (Control and Licensing) Regulations 1989 was amended to even stricter terms. To wit, everyone, not just developers, is prohibited from collecting booking fees;
- (b) Hence, any payment of booking fee / deposit must be made in accordance with the terms of the statutory contract of sale;
- (c) When the developer opts to collect booking fee / deposit prior to the signing of the statutory contract of sale (which is prohibited by law), the date of the agreement ought to run from the date that the booking fee / deposit was paid; and
- (d) Therefore, for the purpose of ascertaining the date for delivery of vacant possession, the relevant date when time starts to commence is the date on which the purchaser paid the booking fee / deposit. And not the date of the SPA.

41. Here, the Applicant had contracted out from the statutory contract of sale when it collected the booking fee /deposit from the 1st Respondent on 14.2.2016. Hence, following *PJD Regency*, the “date of the agreement” should be the date that the booking fee / deposit was paid i.e 14.2.2016. And not the date of the SPA, which is 3.4.2017.

42. Furthermore, a valid contract had come into place when the 1st Respondent paid the booking fee / deposit to the Applicant. The intention of the parties to enter into a sale and purchase transaction of the Property



was clear at the moment the Applicant collected the booking fee / deposit. Recall that the Contract to Purchase contained the details of the Property, including the unit number and the purchase price. In fact, the payment made by the 1st Respondent on 14.2.2016 was not only a booking fee but also a 3% deposit of the purchase price (with 7% rebate).

43. On the issue of formation of contract, the Federal Court in *PJD Regency* said (at page 473 - 475):

[81] In Daiman, the respondent / purchaser had paid a booking fee and signed a booking pro forma to purchase a house. All the material terms namely the price and the subject matter of the sale such as the lot and the description of the property had been agreed upon. Eventually, the appellant / developer informed the purchaser that the purchase price was increased on account of a change in the layout plan and an increase of material and construction costs. The purchaser did not agree to this and sought specific performance of the pro forma document. The issue was rather straightforward, ie whether the purchasers, having signed a pro forma and having paid a booking fee to the developer can be said to have entered into a valid sale and purchase agreement or whether the transaction nonetheless remained subject to contract.

[82] The developer in Daiman took the same position as did the developers in the instant appeals which did not find favour with the Privy Council. Sir Garfield Barwick noted as follows at p 61:

To treat the pro forma as a source of legal obligation and at the same time to deny the contractual force of the express agreement to purchase and its concomitant agreement to sell, treating its terms as doing no more than giving the respondent the right of refusal, leaving with the appellant the option whether or not to offer the property for sale at all, does more than violence to the language of the pro forma. If the appellant did not wish to become bound to the respondent from the outset, a document radically different from the pro forma would be necessary. Having regard to the terms of the rules it might indeed be difficult, if not impossible, to devise a document which provided for payment of a booking fee and at the same time left the developer with an option to offer or not offer the property for purchase to the person who had paid the booking fee. The definition of a "booking fee" in the rules cannot in this respect be overlooked.

[83] On a proper construction of the pro forma document and grounded on trite principles of contract law, the Privy Council was satisfied that a valid contract was already formed. The subsequent signing of a sale and purchase agreement was found to be merely a formality. The Privy Council thus considered the appellant / developer bound by the pro forma and ordered specific performance of it.

...

[85] Had the developers in the present appeals complied strictly with the terms of the scheduled contracts as statutorily prescribed, then the payment of the initial 10 percent deposit and the signing of the statutory sale and purchase



agreement would have been done simultaneously. The fact that they have nonetheless bypassed the statutory prohibition against the collection of booking fees, and the pro forma agreements being amply clear as to the fundamentals of the agreement, means that a **bargain was indeed made at the time of the payment of the booking fee**. In our judgment, the legislative intent was that the initial payment of monies, in the form of a deposit, is sufficient to constitute an intention to enter into a contract given that the agreement would have to be signed at the same time.

[86] The other reason that attracts the application of these foundational principles of contract law is to ensure maximal protection of the purchasers having regard to the social purpose of the HDA 1966 and its subsidiary legislation. At the risk of repetition, if the 10 percent deposit is paid at the same time of the signing of the agreement, there would be no issue of there being separate dates for calculating the LAD. Having bound themselves to a bargain by collecting the booking fee and procuring a signed pro forma and on top of it being responsible for drafting the final formal agreement, the developers have thereby put the purchasers in a disadvantageous position. The problem this poses is that the developers may abuse the opportunity to put whichever date they wish with a view to extend the date to deliver vacant possession. We can see, for example, that this was the case in *Hoo See Sen* (*supra*) where the formal agreement was only signed seven months after the booking fee was paid.

[87] In *Lim Eh Fah* (*supra*), the issue was simply whether the LAD period should begin to run from the date of payment of the deposit or from the signing of the agreement. The fact that what was paid in that case was a “deposit” makes no difference to the present case as the effect of a booking fee is to operate as part of the deposit. After referring to *Hoo See Sen* and *Faber Union* (*supra*), Suriyadi Halim Omar J (as he then was) observed at p. 41, as follows:

One must bear in mind that the date of 17 July 1992 ie, the **deposit payment date, was the date when the contract was struck**, and the very date the respondent assumed responsibility to fulfil its part of the bargain. **If the date of the signing of the S&P agreement were to be taken as the relevant date, when time started to run for the delivery of the vacant possession, the respondent could willy-nilly pick any dates it favoured to execute the S&P agreement, which would certainly prejudice the interest of the purchaser.”**

44. Premised on the above, the Applicant’s assertion that the time to deliver vacant possession should start from the date of the SPA is untenable. As per *PJD Regency*, when the Applicant collected the booking fee / deposit prior to the signing of the SPA, the date of the agreement ought to run from the date of payment of the booking fee / deposit. A valid contract was already formed at that time. The fact that the Applicant did not cash the first and second cheques dated 14.2.2016 and 2.7.2016 respectively, is irrelevant.



Conclusion

45. I am satisfied that the award of the Tribunal is not tainted with illegality, irrationality and procedural impropriety. There is no cause for this reviewing court to grant an order of certiorari to quash the award of the Tribunal.

46. For the reasons above, I dismissed the judicial review application. I ordered the Applicant to pay costs of RM10,000 to the 1st Respondent.

Dated 22 August 2023

Quay Chew Soon
Judge
High Court of Malaya, Penang
Civil Division NCvC 1

Counsels

B. Jeyasingam and S. Kartikumar (*Messrs Ghazi & Lim*) for the Applicant
Mohammed Azmi bin Shahrudin and Uza Najiera binti Mohd Anuar (*Messrs Khong & Son*) for the 1st Respondent

Cases cited

PJD Regency Sdn Bhd v Tribunal Tuntutan Pembeli Rumah & other appeals [2021] 2 CLJ 441

R. Rama Chandran v Industrial Court of Malaysia & Anor [1997] 1 CLJ 147; [1997] 1 MLJ 145

Ranjit Kaur S Gopal Singh v Hotel Excelsior (M) Sdn Bhd [2010] 8 CLJ 629; [2010] 6 MLJ 1

Petroliam Nasional Bhd v Nik Ramli Nik Hassan [2004] 2 MLJ 288; [2003] 4 CLJ 625
Menara PanGlobal Sdn Bhd v Arokianathan Sivapiragasam [2006] 2 CLJ 501; [2006] 3 MLJ 493

Ng Chang Seng v Technip Geoproduction (M) Sdn Bhd [2021] 1 MLJ 447

Legislation cited

Section 16M of the Housing Development (Control and Licensing) Act 1966
Regulation 11(2) of the Housing Development (Control and Licensing) Regulations 1989



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